



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

STATE OF ALABAMA,

Plaintiff,

v.

Case No: _____

MICHAEL C. SELLERS, HEATHER

WRIGHT SELLERS, ANYTIME

TOWING AND RECOVERY, LLC,

ANYTIME TOWING, LLC, and

RAPID TOWING LLC a/k/a

ANYTIME TOWING,

Defendants.

COMPLAINT FOR INJUNCTIVE, DECLARATORY, AND OTHER RELIEF

The State of Alabama, by and through the District Attorney for the Thirteenth Judicial Circuit, brings this Complaint to seek relief for unlawful activities associated with the operation of local towing companies operating in Mobile County under the ownership and/or management of Michael C. Sellers and/or his wife, Heather Wright Sellers. Those Mobile County business entities include Anytime Towing and Recovery, LLC, Anytime Towing, LLC, and Rapid Towing LLC a/k/a Anytime Towing. Upon information and belief, the District Attorney alleges the following:

I. Introduction

“Predatory towing” is a growing problem around the United States, in Alabama, and within Mobile County. Predatory towing involves the unsavory trade practices of unaffiliated private towing companies and can take the form of several specific practices

– all designed to impermissibly and illegally artificially extract excessive fees from consumers and/or violate their legal rights.

Certain common, but deceptive, practices revolve around acquiring cars to be towed. These practices can involve both towing illegally parked cars in private parking lots without permission and/or towing legally parked cars. Other predatory practices involve fraudulent and/or deceptive methods of bloating storage fees by limiting the consumer's ability to reasonably retrieve their vehicle. These typically take the form of “musical chair” access hours, the refusal to take any payment except cash, and delays in notifying consumers that their vehicles are in the possession of the towing company. Because of the nonconsensual nature of predatory towing, consumers are left in the vulnerable position of being forced into acquiescing to terms under duress just in order to retrieve their vehicles from a company that they would have never voluntarily agreed to do business with.

Locally, Michael and Heather Sellers are at the center of a predatory towing ring. The couple operate and/or have operated a number of towing companies in Mobile County.¹ At first blush these towing companies might be mistaken for reputable small businesses; however, they are actually a blight on the community and a black-eye to other local towing services. These companies have been the subject of more than 20 Better Business Bureau complaints (with nearly as many on other webpage review sites), two criminal prosecutions, and several lawsuits arising out of their illegal and unsavory business

¹ Defendants use these corporate and trade names, along with unmarked tow trucks, to play a game of “Three Card Monty,” wherein consumers are never sure which company they are dealing with.

practices. Indeed, over several years, the Sellers' conduct has only grown more brazen. What started with towing vehicles from apartment complexes without authorization, charging excessive recovery fees, imposing vehicle "access fees," and utilizing purposeful measures to artificially inflate storage fees (*e.g.* not answering phone calls and unreasonably short windows of retrieval time) has escalated into attempting to parlay a known stolen vehicle into illegal payday against the consumer, recklessly damaging towed vehicles, lying to investigators, suborning forgery, and falsely imprisoning a law enforcement officer. However, the hallmark of their unsavory practices is forcing vehicle owners to sign a document, in the presence of **open-carry armed** company personnel, purporting to release the company from any legal liability arising out of their fraudulent and deceptive business practices.

In February 2019, the State sent a subpoenas to Anytime Towing and Rapid Towing, pursuant to Ala. Code § 8-19-9, seeking information concerning those companies purported contracts with private apartment complexes as well as requests for "Vehicle/Proper Release" forms and customer complaints. Counsel for Anytime Towing and Rapid Towing objected in a letter on 5th Amendment grounds, despite that objection not being available to business entities. On or about May 28, 2019, the State send a Deceptive Trade Practices notice letter to the Defendants (with courtesy copies to their corporate lawyers) providing them with an opportunity for pre-suit resolution. There was no response to that letter.

Accordingly, under the authority of the Deceptive Trade Practices Act, the State seeks relief prohibiting them from any future involvement in the towing business in Alabama.

II. Jurisdiction

This action is brought by Mobile County District Attorney Ashley Rich, through her undersigned assistant district attorney, in the name of the State of Alabama and under the authority of Alabama’s Deceptive Trade Practices Act. Ala. Code § 8-19-8. Jurisdiction is proper in the Circuit Court of Mobile County because the Code of Alabama authorizes the District Attorney to initiate a suit against any person(s) who has engaged in, is engaging in, or is about to engage in any act or practice declared to be unlawful under the Deceptive Trade Practices Act. See § 8. Further, the acts and practices at issue took place in and/or originated in Mobile County, and the Alabama Legislature has authorized this Court to hear actions for temporary and permanent injunctive relief. Ala. Code § 12-11-31.

III. Defendants

1. Michael Cazzie Sellers (“Mike Sellers”) is an Alabama resident, residing at 7318 Cherokee Trail, Theodore, Alabama, and upon information and belief is an employee and/or co-owner of Anytime Towing and Recovery, LLC, Anytime Towing, LLC, and Rapid Towing LLC a/k/a Anytime Towing. He is being sued in his individual capacity.

2. Heather Wright Sellers (“Heather Sellers”) is an Alabama resident, residing at 7318 Cherokee Trail, Theodore, Alabama, and upon information and belief is an employee and/or co-owner of Anytime Towing and Recovery, LLC, Anytime Towing,

LLC, and Rapid Towing LLC a/k/a Anytime Towing. She is being sued in her individual capacity.

3. Anytime Towing, LLC was formed as an Alabama corporation in or around July 2015 and operated as a vehicle towing company with its principal place of business located at 7960 Two Mile Road, Irvington, Alabama. According to the Alabama Secretary of State, the registered member is Michael Sellers. On or about June 22, 2016, Anytime Towing, LLC resolved to change its name to Rapid Towing, LLC. Its organizer and registered agent was Mike Sellers.

4. Rapid Towing LLC a/k/a Anytime Towing was formed as an Alabama corporation in or around June 2016 (after a name change from Anytime Towing, LLC.) and operates as a vehicle towing company with its principal place of business located at 7960 Two Mile Road, Irvington, Alabama. Its organizer and registered agent is Mike Sellers.

5. Anytime Towing and Recovery, LLC, was formed as an Alabama corporation in or around July 2010 and operated as a vehicle towing company with its principle business address listed as 5300 Halls Mill Road, Suite H-123, Mobile, Alabama. Its organizer and registered agent was Heather Sellers. It was dissolved by Heather Sellers on or around September 17, 2018.

6. Mike Sellers has also reserved the corporate name Anytime Towing & Recover 1 LLC on or about March 20, 2018. As of the filing of this complaint it is unknown whether articles of incorporation have been executed.

7. Mike Sellers, Heather Sellers, Anytime Towing and Recovery, LLC, Anytime Towing, LLC, and Rapid Towing LLC a/k/a Anytime Towing, shall be collectively referred to as the “Defendants.”

IV. Statement of Facts

8. Since 2010 Mike and Heather Sellers have operated in the towing business, having formed various companies and d/b/a names which generally identify the business as “Anytime” or “Rapid” towing.

9. What started with towing vehicles from apartment complexes without authorization, charging excessive recovery fees, charging vehicle “access fees,” and purposeful measures to artificially inflate storage fees (*e.g.* not answering phone calls and unreasonably short windows of retrieval time) has escalated into attempting to parlay a known stolen vehicle into illegal payday, reckless inflicting personal injury upon vehicle owners and property damage upon their vehicles, lying to investigators, suborning forgery, and falsely imprisoning a law enforcement officer.

Representative Victims

Clairissa Roussos and Harry Roussos

10. On or about September 2, 2018, a Honda CRV belonging to Clarissa Roussos was towed by the Defendants from the Palladium Apartments located at 2225 Leroy Stevens Road in Mobile County. Roussos had stopped by the apartment complex to visit a friend for approximately 20-30 minutes.

11. Upon returning to the parking lot, Clarissa was informed by an individual that her vehicle had been towed. Within five minutes of the tow, Roussos had contacted the Defendants who informed her that she could not retrieve the vehicle until the following day and then only between the hours of 1 p.m. and 3 p.m..

12. The following day Roussos and her father (Harry Roussos) travelled to the Defendants' compound lot located in Irvington and dealt with a female employee. Roussos was made to present proof of insurance and registration and paid the \$250.00 towing fee (which Defendants demanded in cash).

13. More importantly Roussos was presented with a waiver styled as "Vehicle/Proper Release" form. (Ex. 1) The form purported to:

- release the Defendants from all claims from the time of towing;
- release Defendants and their agents from all claims arising out of the tow and storage; and
- make the registered owner "responsible for any and all fees associated with any possible legal matters involving the vehicle described, including but not limited to, court costs, attorney fees, and lost time from work, etc."

14. Roussos and her father attempted to note on the waiver that they were signing the document under protest. Defendants' personnel refused and made the Roussoses execute a "clean" copy of the waiver.

15. Moreover, at no time prior to the execution of the waiver were the Roussoses allowed to see the vehicle and assess its condition.

16. Upon regaining possession of the vehicle, the Roussoses determined that the vehicle had in fact suffered damage to the tires and power steering as a result of the tow.

17. The damage suffered to Clarissa's vehicle caused her not to be able to engage in her job where she runs errands for her father's business, which in turn adversely affected Harry's business.

18. Accordingly, the Roussoses were the victims of the Defendants coercive measures and made to sign a release that they were not legally required to do.

19. The illicit conduct of the Defendants with regard to Clarissa Roussos is not an outlier but the standard business practice of the Defendants over a number of years as evidenced by the case of Julian Nettles.

Julian Nettles

20. On or about Saturday, October 24, 2015, Julian Nettles, an MPD officer, returned to his residence located at Arlington Park Apartments, 7070 Grelot Road Mobile, Alabama – where he served as a courtesy officer – and found that his vehicle, a 2010 bronze Dodge Ram 1500 pick-up truck, was missing. His vehicle was legally parked on the property, backed into a parking space near the residents' mail box located near the front of the complex.

21. He searched the apartment complex several minutes in an attempt to locate his vehicle and then called the Mobile Police Department in a further effort to locate his vehicle. An MPD operator informed him that Anytime Towing towed the vehicles from the apartment citing it was illegally parked.

22. Nettles contacted Christi Bodkin, a leasing agent/representative for Arlington Park Apartments who confirmed that Arlington Park Apartments had not authorized his vehicle to be towed from the property. She was also unaware of any

contract or agreement with Anytime Towing that would allow them to remove vehicle from the property without the complex's knowledge.

23. Nettles then spoke by phone to a female at Anytime Towing who claimed that the company had a "contract to tow vehicles off their property" and that "the only way you [Nettles] are going to get your vehicle is to come and pay for it." Nettles informed the female that he was not going to pay anything because the vehicle was removed illegally. The female lashed back "we have a contract" and ended the conversation.

24. On or about Sunday, October 25, 2015, Christi Bodkin of Arlington Park Apartments contacted Anytime Towing directing them to fax a copy of the alleged contract to Arlington Park Apartments and banned them from the property until they could produce a contract.

25. On or about Monday, October 26, 2015, Nettles went to Anytime Towing's compound lot located at 7960 Two Mile Road, Irvington, and spoke to Christian Wright, a representative for Anytime Towing. He asked Christian Wright what was the status of his vehicle and whether it would be returned to him forthwith because it was an illegal tow. Wright then called his "boss" stating that the courtesy officer from Arlington Park Apartments was inquiring about his vehicle. After the phone call, Christian Wright stated that the "boss" had been unable to find the contract and that Nettles needed to check back later.

26. On or about Tuesday, October 27, 2015, Nettles contacted Christi Bodkin with Arlington Park Apartments. Christi stated that she had called Anytime Towing and

that Anytime Towing had told her that they could not find the contract. Christi further advised Nettles that he could go to Anytime Towing and pick my vehicle up free of charge.

27. That same day, Nettles and his eight-months-pregnant fiancée went to Anytime Towing and attempted to retrieve his vehicle. Personnel at Anytime were open-carrying sidearm firearm weaponry. He spoke with Christian Wright, who requested Nettles' driver's license and then presented Nettles with an agreement to sign before he would release his vehicle. Nettles was reluctant to sign the agreement, as Anytime Towing had illegally taken possession of his vehicle because it had no contract with Arlington. Therefore, he wrote his own terms and conditions on the vehicle/property release. Christian Wright then turned over the vehicle over to Nettles.

28. At approximately 5:15 p.m. Nettles got inside of his vehicle and pulled to the front of the yard where he discovered that the gate had been locked intentionally to prevent him from leaving. Christian Wright approached Nettles and stated that he could not leave their property until Nettles signed a vehicle/property release without attempting any modifications.

29. Nettles exited his vehicle and walked to the other side of the gate. Wright stated his "boss" was on the way. While waiting, Nettles called the Mobile County Sheriff's Office and requested that a deputy respond to the scene to document the incident. After notifying Christian Wright that a deputy was en route, Christian Wright – after consultation with his "boss" – then ejected Nettles from property because the

business closed at 5:00 p.m. He also threatened that if Nettles refused to leave he was going to jail for Criminal Trespassing.

30. Christian Wright refused to provide his name upon Nettles' request. Nettles responded by taking pictures of Wright talking to his "boss." Wright then stated again that he was going to have Nettles arrested for trespassing.

31. Nettles responded that he had been invited onto their property lawfully to get his vehicle and that they were depriving him of his property. Nettles then exited the property and waited on the public right away in front of the business for the Deputy to arrive.

32. The Mobile County Sheriff's Office arrived on scene to document the incident. While Nettles was providing information to the deputy, Mike Sellers arrived and attempted to coerce Nettles into signing the vehicle/property release. Sellers stated that it was only a damage waiver and Nettles could still do whatever he wanted to.

33. Nettles told Sellers that Nettles had already signed the vehicle/property release once and that the physical possession of the vehicle had been given to Nettles before he was made to get out of the vehicle and ejected from the property.

34. Nettles asked Sellers for a copy of the signed vehicle/property release and Sellers responded that it had been shredded. Sellers finally threatened that if Nettles did not sign a new vehicle/property release the vehicle was not going to be released. Nettles stated that he was not going to sign another agreement and he left the property.

35. On Wednesday, October 28, 2015, Michael Sellers called Nettles and told him could come and pick up the vehicle free of charge and without signing another

agreement. Upon picking up the vehicle Christian Wright gave Nettles a copy of the “shredded” vehicle/property release.

36. Sellers subsequently produced a putative “contract” between Anytime Towing and Arlington Park Apartments to Mobile Police Department Detective Mona Wade. During the course of her investigation Wade determined that the contract was a forgery.

Aladine Amraous

37. On or about May 5, 2018, Aladine Amraous (“Amraous”) of 6515 Three Notch Kroner Road was contacted by a neighbor that cars were being towed from his place of residence.

38. Assuming he was being robbed, Amraous called the police and confronted a gang of putative thieves (determined to be Mike Sellers and his employees) with an assault rifle. Sellers and his men were likewise armed and a stand-off ensued.

39. Police arrived and began to take statements. Sellers claim that he was retrieving vehicles pursuant to an eviction. Police then inquired as to Amraous’ residential status and the claim that he was being evicted.

40. Amraous stated he had lived at the location for three years and that the property-owner, Thang Doan resides in Canada. Amraous showed a receipt and a text receipt from Doan showing he had paid his rent on the previous day and that there had been no eviction process started.

41. Thereafter Mike Sellers admitted to police that he was acting without any form of official order allowing him to remove the vehicles. He was unable to give an answer about how he had obtained proper authority to tow the vehicles. He admitted that he knew he had to have formal documentation to remove property regarding eviction orders and also admitted to sending his drivers to the residence to collect the cars knowing he was not in possession of a lawful order to do so.

42. Police required Sellers to then return the six vehicles which were taken from Amraous' residence.

43. Additionally, when checking Sellers' driver's license, an "ICE alert" was discovered showing that Sellers is a convicted felon and is not allowed to possess a firearm. Sellers was in fact carrying a 9mm Springfield XD pistol holstered on his right hip containing seven rounds in the magazine with one round which was chambered.

44. The weapon was confiscated from Sellers.

45. In short, Sellers and his company knowingly attempted to obtain vehicles off private property without any authorization while brandishing a weapon which he was not legally entitled to possess.

Elizabeth Connell and Toby Connell

46. On or about September 21, 2017, pizza deliveryman Toby Connell had his 2002 Honda Accord, registered to his mother Elizabeth Connell, stolen while making a delivery.

47. On or about October 27, 2017, Elizabeth. Connell received a certified letter from the Alabama State Department of Revenue informing her that her stolen vehicle was

at “Rapid Towing” and was going to be auctioned by the towing company as an abandoned vehicle. She stated that she also received a letter from “Rapid Towing” stating that they were in possession of her vehicle and they towed it from Townhouse Square Apartments on October 2, 2017. The Defendants were demanding a payment of \$1,145.00 which included \$375.00 for towing and \$770.00 for 22 days’ storage.

48. On October 30, 2017, Mobile Police Detective Raymond Grissett met Mike Sellers. Sellers stated that the Defendants had a contract to tow illegally parked and abandoned vehicles from the Townhouse Square Apartments property and were contacted by the complex manager to tow a stripped vehicle from the property.

49. Sellers stated that they contacted Mobile Police Department Operator #10 to check if the vehicle was stolen and he stated that they told him it was not stolen.

50. Detective Grissett contacted Mobile Police Communication RCO Montero inquiring if “Rapid Towing” had requested information as to whether a 2002 Honda Accord VIN # 1HGCG16512A061888 was reported stolen prior to towing the vehicle. RCO Montero determined that after checking the shift reports for October 2nd, she stated that no one called inquiring about the vehicle and that Operator #10 was not even working on this occasion.

51. Later Detective Grissett obtained a copy of the tow slip showing that Freedom Towing towed the vehicle at the request of the Defendants. On October 31, 2017, Detective Grissett contacted Sammy McCloskey of Freedom Towing who stated that they did in fact tow the vehicle on behalf of Rapid Towing but that Rapid Towing was responsible for checking on the vehicle’s status with MPD.

52. Thereafter Detective Grissett determined that “Rapid Towing” had entered the State of Alabama Unclaimed/Abandoned Vehicle Portal on October 6, 2017 and gained knowledge that the Honda was stolen.

53. Despite knowing that the Honda was stolen, the Defendants attempted to scam the Connells into paying towing costs and storage fees.

Alexis Pickett and Tiffany Pickett

54. On or around November 11, 2018, the Defendants towed a 2004 Suzuki Aerio belonging to Alexis Pickett from the Azalea Pointe Apartments located at 651 Azalea Road, Mobile, Alabama.

55. On or around November 12, 2018, Tiffany Pickett, Alexis’ mother, contacted the apartment complex manager regarding the tow and was told that “Anytime” had performed the tow.

56. Tiffany Pickett then attempted to reach Anytime Towing. She called their offices around 2 p.m, there was no answer, and she left a message. She received a return call around 3:30 p.m. informing her they were closed for the day.

57. On or around November 13, 2018, Tiffany Pickett, called the Defendants spoke with a female who stated “she was the only person there” and Tiffany Prickett “had to wait until after 2pm when someone was there” to reclaim the vehicle. The female also provided Pickett with the address of 7401 Half Mile Road in Irvington, Alabama.

58. When Tiffany Pickett arrived at 7401 Half Mile Road, she was informed by a person at that location that the Defendants had abandoned that location years before, and that she was the third person to who had come that day looking for “Anytime.”

Thereafter Tiffany Pickett was able to obtain the Defendants' 7960 Two Mile Road address.

59. On or around November 14, 2018, Tiffany Pickett attempted to go to the 7960 Two Mile Road location. At approximately 2:00 p.m., Pickett called to confirm that the Defendants were open and she stated she was on the way. While en route, Pickett received a return call from the Defendants inquiring how far away she was. She replied that she was about seven minutes away according to her GPS.

60. When she arrived, Pickett saw the gate was closed and a note was posted stating the Defendants were "closed due to an emergency." However, she noticed that the business appeared to be opened behind the locked gates. She made several more attempts to contact them by phone with no answer. However, when she called from her husband's number they answered, but once they determined it was Pickett they ended the call and refused to answer again. Calling from Alexis Pickett's phone resulted in the same repeated behavior.

61. On or around November 15, 2018, Tiffany Pickett was able to gain entrance onto the Defendants' property. After going inside and explaining her experience, she was told to "just pay the f***** money and to stop griping." The Defendants then threatened Pickett by stating that they would be back at Azalea Pointe Apartments that night and that Pickett "needed to be careful" or it "could get expensive for her."

Alana Wiley Walker

62. On or around December 18, 2018, Alana Wiley Walker appeared at the impound lot of Anytime Towing to retrieve her vehicle which had been towed.

63. Walker was informed by employee Christian Wright that he vehicle would not be released to her without he execution of the “vehicle/property release form.”

64. Walker submitted under duress.

IV. Causes of Action

65. Given the above paragraphs and under the authority conferred upon it by State law, the State alleges that the Defendants committed the following acts in violation of State law.

Deceptive Trade Practices Violations

Counts One – Four

66. The State adopts and incorporates its introduction and paragraphs 1-65 as if fully alleged herein.

67. Defendants engaged in unconscionable, intentional and repeated acts² of deceitful, fraudulent and unlawful towing of vehicles, and false, misleading, deceptive, and/or coercive acts designed to force consumers to sign a release from legal liability.³ Through this course of conduct, the Defendants violated the Deceptive Trade Practices Act thusly by:

- a. Causing confusion or misunderstanding as to the source, sponsorships, approval, or certification of goods or services (§ 8-19-5 (2));

² In addition to the consumers listed it is expected that discovery will yield hundreds more consumers made to sign the release form in favor of the Defendants.

³ The practice of deceiving and/or coercing consumers into signing is not a violation in the abstract. The Defendants have attempted to use the release as a basis for affirmative defense and/or a counter-claim of attorney fees in small claims court cases.

- b. Causing confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another, provided that this section shall not prohibit the private labeling of goods or services. (§ 8-19-5 (3));
- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have. (§ 8-19-5 (5));
- d. Knowingly making false or misleading statement of fact concerning the need for parts, replacement, or repair service. (§ 8-19-5 (13));
- e. Misrepresenting the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction (§ 8-19-5 (14));
- f. Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of its trade (§ 8-19-5 (27)).

VI. Prayer for Relief

68. The State adopts and incorporates the introduction and paragraphs 1-67 as if fully alleged herein.

69. The State prays for the following relief:

- a. declaratory judgment that Defendants have violated one or more provisions of Alabama's Deceptive Trade Practices Act;
- b. temporary, preliminary, and permanent injunctive relief as authorized by Alabama Code § 8-19-8;
- c. Suspension and/or revocation of licenses and/or certificates under § 8-19-8(c);
- d. actual damages of Clarissa and Harry Roussos under § 8-19-10 (g);
- e. penalties under Alabama Code § 8-19-11;

- f. attorneys' fees and costs under Alabama Code § 8-19-11;
- g. and any other appropriate relief as this Honorable Court deems just and proper.

Respectfully submitted this 26st day of June, 2019,

Ashley Rich
District Attorney

/s/ Clay T. Rossi
Clay T. Rossi (ROS045)
Assistant District Attorney

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DEFENDANTS TO BE SERVED VIA SHERIFF:

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Heather Sellers
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